

# Exhibit C

## Certificate of Recordation



This is to certify that the attached document was recorded on the date and in the place shown below.

This certificate is issued under the seal of the United States Copyright Office.

A handwritten signature in blue ink, reading 'Shira Perlmuter'.

United States Register of Copyrights and Director

December 15, 2022

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Date of Recordation

15011

803

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Volume

Doc.No.

### Copyright Assignment and Transfer Agreement

This Copyright Assignment and Transfer Agreement (the “Agreement”) is made as of November 22, 2022, by and between ALISON CHEMLA (the “Assignor”) and ALISON LOU LLC (the “Assignee”), a limited liability company organized under the laws of the State of New York.

Assignor represents and warrants that she is the sole author and owner of the fine jewelry design and/or sculptural work of art entitled *Tulip Stud* (the “Design”), and as to which a copyright is registered with the United States Copyright Office under Registration No. VA 2-320-285, with an Effective Date of Registration of September 8, 2022, and that Assignor holds the complete and undivided copyright interest in and to the Design.

For valuable consideration, receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby assign and agree to assign and transfer to Assignee (the “Assignment”), its successors and assigns, the entire right, title and interest in and to the copyright in the Design and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Design, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect to the Design, and in and to all causes of action, either in law or in equity for past, present or future infringement based on the Design, and in and to all rights corresponding to the foregoing throughout the world.
2. Assignor agrees to execute all papers and to perform such other proper acts as Assignee may deem necessary to secure for Assignee or its successors or assigns the rights herein assigned. Other than as specifically set forth in this Agreement, the Assignor is making this Assignment without any representation or warranty of any kind.
3. Except as expressly provided herein, no rights are granted to or retained by the Assignor, her respective heirs, legal representatives, or assigns.
4. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, exclusive of choice of law principles.
6. This Agreement may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument. An electronic signature, or an electronic copy of an original signature (*e.g.*, a .pdf) shall be deemed an original.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above first written.

ALISON CHEMLA  
(ASSIGNOR)

By:



Alison Chemla

ALISON LOU LLC  
(ASSIGNEE)

By:



Alison Chemla  
Chief Executive Officer